

**SECTION L**  
**INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**

## SECTION L

### INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

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## SECTION L

### INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

#### L.1 FAR 52.215-1 INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITION (FEB 2000)

- (a) Definitions. As used in this provision--

*Discussions* are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the Offeror being allowed to revise its proposal.

*In writing or written* means any worded or numbered expression, which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

*Proposal modification* is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

*Proposal revision* is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

*Time*, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

- (b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

- (c) Submission, modification, revision, and withdrawal of proposals.

- (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages:

- (i) Addressed to the office specified in the solicitation, and
- (ii) Showing the time and date specified for receipt, the solicitation number, and the name and address of the Offeror.

Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

- (2) The first page of the proposal must show--

- (i) The solicitation number;
- (ii) The name, address, and telephone and facsimile numbers of the Offeror (and electronic address if available);

- (iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;
  - (iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the Offerors behalf with the Government in connection with this solicitation; and
  - (v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.
- (3) Submission, modification, revision, and withdrawal of proposals.
- (i) Offerors are responsible for submitting proposals, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.
  - (ii) Any proposal, modification, revision, or withdrawal received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—
    - (A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or
    - (B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or
    - (C) It is the only proposal received.
  - (iii) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.
  - (iv) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

- (v) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
  - (vi) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at FAR 52.215-5, *Facsimile Proposals*. Proposals may be withdrawn in person by an Offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.
- (4) Unless otherwise specified in the solicitation, the Offeror may propose to provide any item or combination of items.
  - (5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, *Evaluation of Foreign Currency Offers*, is included in the solicitation.
  - (6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.
  - (7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.
  - (8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.
- (d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the Offeror).
  - (e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall:
    - (1) Mark the title page with the following legend:

“This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this Offeror as a result of--or in connection with--the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]”; and

- (2) Mark each sheet of data it wishes to restrict with the following legend:

"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal."

(f) Contract award.

- (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible Offeror(s) whose proposal(s) represent the best value after evaluation in accordance with the criteria in the solicitation.
- (2) The Government may reject any or all proposals if such action is in the Government's interest.
- (3) The Government may waive informalities and minor irregularities in proposals received.
- (4) The Government intends to evaluate proposals and award a contract without discussions with Offerors (except clarifications as described in FAR 15.306(a)), *Exchanges with Offerors After Receipt of Proposals*. Therefore, the Offeror's initial proposal should contain the Offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.
- (5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the Offeror specifies otherwise in the proposal.
- (6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.
- (7) Exchanges with Offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.
- (8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.
- (9) If a cost realism analysis is performed, the source selection authority may consider cost realism in evaluating performance or schedule risk.
- (10) A written award or acceptance of proposal mailed or otherwise furnished to the successful Offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

- (11) The Government may disclose the following information in post award debriefings to other Offerors:
  - (i) The overall evaluated cost or price and technical rating of the successful Offeror;
  - (ii) The overall ranking of all Offerors, when any ranking was developed by the agency during source selection;
  - (iii) A summary of the rationale for award; and
  - (iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful Offeror.

## L.2 INSTRUCTIONS – GENERAL

- (a) Offerors are expected to be sufficiently knowledgeable of the missions, the operating and political environment, and administrative procedures of the U.S. Department of Energy (DOE) to adequately prepare the Offer, written proposal information, and oral presentation required by this solicitation. Information relating to operational philosophy, strategic plans, and technical programs of DOE and the Hanford Site is available from various documents on the Internet.
- (b) The term "Offeror," as used in this Section L, refers to the single legal entity submitting the Offer (which includes team members as defined in Federal Acquisition Regulations (FAR) 9.601, *Contractor Team Arrangements-Definition*). The entity may be a corporation, a joint venture, a limited liability corporation, or other legal entity. The entity may be preexisting or newly formed for the purpose of competing for this Contract.

The Tank Farm Contractor will not be permitted to participate in the competition for the Hanford Tank Waste Treatment and Immobilization Plant (WTP) Contract as an Offeror, subcontractor, team member, or consultant to any Offerors. Subcontractors and consultants engaged in WTP work being performed by the Tank Farm Contractor will not be permitted to participate as the primary Offeror or as an exclusive team member to Offerors under this solicitation.

- (c) This solicitation requires Offerors to participate in an oral presentation and to submit written proposal information. Both media will be used in the evaluation process leading to a best value selection (see Section M, *Evaluation Criteria for Award*, for complete details on the Qualification Factor, evaluation criteria and the basis of Contract award).
- (d) This solicitation requires Offerors to submit three volumes of written information as follows:
  - (1) Volume I – *The Offer* – Original and four copies plus two CD-ROMs.
  - (2) Volume II – *Technical and Management Proposal* – Original and eight copies plus two CD-ROMs.
  - (3) Volume III – *Cost and Fee Proposal* – Original and four copies\* plus two CD-ROMs.

\*(Only one written copy of the financial statement information under Provision L.5 (b) is required)

The CD-ROMs must be clearly labeled and contain files readily readable by Microsoft Office 2000.

(e) Presentation and Evaluation Medium

Offerors will present information and be evaluated based on a combination of written information and oral presentation. Tables L.2.1 and L.2.2 provides the presentation medium:

**Table L.2.1 - Technical and Management Evaluation Criteria (see Section M)**

Description		Presentation and Evaluation Medium
<b>A</b>	<b>Technical Approach</b>	
A-1	Design	Written
A-2	Construction and Acceptance Testing	Written
A-3	Operability and Commissioning Subcontractor	Written
<b>B</b>	<b>Key Personnel Qualifications</b>	Oral and Written
<b>C</b>	<b>Project Management</b>	Oral and Written
<b>D</b>	<b>Experience and Past Performance</b>	
D-1	Experience	Written
D-2	Past Performance	Written

**Table L.2.2 – Cost and Fee Evaluation Criterion (see Section M)**

	<b>Cost and Fee</b>	Written
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(f) Written Page Limitations. Page limitations, where required, are specified Section L. Offerors should recognize the value in concise and readable written material.

Wherever page limitations are specified, the following restrictions shall apply:

Paper Size	Sides Containing Any Printed Material	Counts As
8.5 inch X 11 inch	One	One page
8.5 inch X 11 inch	Two	Two pages
11 inch X 17 inch (foldout)	One	Two pages
11 inch X 17 inch (foldout)	Two	Four pages

- Pages shall be numbered sequentially by volume and by section within the volumes. The solicitation number, page number, and the legend at FAR 52.215-1(e), *Restriction on Disclosure and Use of Data*, as appropriate, shall be provided on each page.



- All four margins shall be at least 1-inch. Font size shall not be smaller than 11 point, except where required to complete forms attached to Section L of this solicitation or for tables, graphs, figures, and charts in the *Cost and Fee Proposal*. There are no restrictions on font type. Offerors should recognize the purpose of page limitations and the value in ease of readability to the Source Evaluation Board.
- Offers and written proposal information will only be read and evaluated up to the page limitations. Page counting will begin with the first page of each item subject to a page limitation. Pages exceeding the page count will not be read or evaluated.
- No material may be incorporated by reference as a means to circumvent the page limitations.
- Tables of Contents, Lists of Figures, dividers, tabs, or similar inserts are not counted as a page.
- Excessively thick paper stock increases weight, creates storage and logistics problems, and is difficult to turn and copy. Offerors are requested to consider this in paper stock selection.

### L.3 INSTRUCTIONS – VOLUME I, THE OFFER

Volume I, *The Offer*, shall include the following documents (in the order listed):

- (a) Standard Forms (SF) 33, *Solicitation, Offer, and Award*, fully executed

Section A of this solicitation contains the SF 33 document. Offerors must submit three original signed copies of the SF 33 fully compliant with the requirements of Provision L.3.(a)

The person signing the SF 33 must have the authority to commit the Offeror to all of the provisions of the model contract, fully recognizing that the Government intends to make an award without further discussion if it so elects. Offerors do not need to submit the model contracts with their offers. Whenever the words "Solicitation No. DE-RP27-00RV14136" or "RFP No. DE-RP27-00RV14136" appear in the model contract of this solicitation, they shall be deemed to read "Contract No. DE-AC27-01RV14136," in the signed contract for WTP.

In Block 14 of all SF 33 forms, the Offeror must acknowledge receipt of all amendments to this solicitation as required by the Section L provision at FAR 52.215-1.

By signing and submitting the SF 33, the Offeror commits to accept the model contract Sections A through K, of this solicitation. Any exceptions or deviations to the terms of this Contract will make the Offer unacceptable for award without discussions. If an Offeror proposes exceptions to the terms and conditions of the Contract, the Government may make an award without discussions to another Offeror that did not take exception to the terms and conditions of the Contract.

DOE intends to evaluate proposals and award a Contract without discussions with Offerors (except clarifications as described in FAR 15.306(a)). Therefore, the Offeror's initial proposal should contain the Offeror's best terms. DOE reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. (See Provision L.1)

- (b) Fully completed and executed Section K, *Representations, Certifications, and Other Statements of Offerors*.
- (c) Completed Listing of Key Personnel by name and position as required by Provision L.4(b). This listing will become part of the resulting contract as Section J, Attachment F.
- (d) Completed and acceptable Small Business Subcontracting Plan (no page limit). This Plan will become part of the Contract as Section J, Attachment D. The Plan must comply with the *Instructions for Small Business Subcontracting Plan* furnished as Section L, Attachment D and must meet or exceed the following goals:

<b>SUBCONTRACTING GOALS (Percent of Total Subcontracting \$)</b>	
<b>CATEGORY</b>	<b>GOAL PERCENT</b>
Small Business (SB) Total	46.0%
Small Disadvantaged Business (SDB)	12.0%
8(a) Awards	3.0%
HUBZone Small Business	1.5%
Woman-Owned Small Business	5.0%
Native American-Owned Business	1.0%
Total Washington Dollars (includes large and small businesses)	25.0%
Total Washington Actions (includes large and small businesses)	75.0%

(Note: The Plan instructions in Section L, Attachment D contain additional requirements beyond those shown in FAR 52.219-9, *Small Business Subcontracting Plan – Alternate II*).

- (e) A completed Section L, Attachment I, *Proposed Target Cost, Target Fee, and Target Cost Range*. The information will become part of the resulting Contract in Section B. See instructions in Provision L.5(a). The Proposed Target Cost, Target Fee, and Target Cost Range must be within the parameters specified in Provision L.5(a).
- (f) The Offeror shall submit a fully completed and executed *Performance Guarantee Agreement* (Section J, Attachment G, *Performance Guarantee Agreement*). This Agreement will become part of the resulting Contract as Section J, Attachment G. The Offeror shall submit the last three annual reports for the parent corporation(s) or the organization(s) providing the *Performance Guarantee Agreement*.

In order to consider the financial or other resources of the parent corporate entity(ies) or other guarantors, each of those entities must be legally bound, jointly and severally if more than one, to provide the necessary resources to the prospective Contractor and assume all contractual obligations of the prospective Contractor.

- (g) Responsible Corporate Official. The Offeror shall identify a single responsible corporate official by position and incumbent, at a level above the performing entity, who is accountable for the performance of the Offeror. This applies even if the performing entity is a joint venture. The Government may contact this individual, if necessary, regarding Contractor performance issues. The individual's name and other information will be incorporated into the Section H Clause entitled, *Responsible Corporate Official*.

- (h) Information that substantiates and evidences that the Offeror meets the Qualification Factor contained in Section M. Offers not meeting the Qualification Factor will not be further evaluated. (Twenty page limit.)
- (i) A statement regarding the Offeror's evaluation of conflicts of interest and organizational conflicts of interest. If any conflicts or affiliations exist with the Offeror or its team, a mitigation plan shall be included, detailing how the Offeror shall mitigate the conflict.
- (j) Administrative information:
  - (1) The name, title, address, telephone number, FAX number, and e-mail address of the individual in the Offeror's firm to be contacted, if necessary, during evaluation of the Offer.
  - (2) The complete formal name and address of the Offeror organization and/or other participants that would be utilized in any resulting Contract.
  - (3) The name, title, address, telephone number, FAX number, and e-mail address of representatives of the Government having administrative cognizance over previous or current activities associated with the proposed work, such as, contract administration, audit, and Equal Employment Opportunity (EEO).

Information submitted pursuant to paragraphs (h), (i), and (j) above will not become part of the Contract.

#### **L.4 INSTRUCTIONS – VOLUME II, TECHNICAL AND MANAGEMENT PROPOSAL**

Volume II, *Technical and Management Proposal*, shall include the following contents in the order listed below. As an introduction to Volume II, the Offeror shall provide a brief executive summary of the Offer, no more than ten pages in length. The executive summary shall include a synopsis of the major features and advantages of the Offer to DOE; a top-level organization chart; identification of proposed management personnel; and identification of each primary team member and subcontractor, with the specific roles and responsibilities of each. The executive summary will not be evaluated as part of the proposal. The executive summary should be suitably written for public release so that DOE can release the executive summary provided by the successful Offeror.

##### **(a) A TECHNICAL APPROACH**

###### **A-1 Design (written proposal; 40 page limit)**

The Offeror shall describe its approach for achieving an effective transition of WTP Project design, and completing the facility and process design. Illustration of the proposed approaches using specific examples is encouraged. This Section shall include, at a minimum, a description of the:

- (1) Plan for transition;
- (2) Scope and timing of research, technology, and/or demonstration activities required to support design;
- (3) Engineering systems and processes that will be used during design;

- (4) Process to establish and maintain interfaces between the Contractor's Environmental, Safety, Quality, and Health (ESQ&H) Program and design; and
- (5) Approach to conduct optimization of the design.

A-2 Construction and Acceptance Testing (written proposal; 40 page limit)

- (1) The Offeror shall describe its approach for constructing the WTP. This Section shall include, at a minimum, the approach for procurement and construction. The Offeror shall describe the proposed approach for construction management; engineering procurement; long-lead procurement; subcontractor selection and management; construction sequencing; and construction workforce staffing.
- (2) The Offeror shall describe its approach for acceptance testing the completed WTP. This Section shall include at a minimum, the approach for: inspection and acceptance; development of integrated test plans; conduct of component, system, and integrated facility tests; troubleshoot and correct problems; and demonstration that the WTP meets all WTP requirements.

A-3 Operability and Commissioning Subcontractor (written proposal; 10 page limit)

The Offeror shall describe the approach to integrate operability and commissioning into the WTP Project. This Section shall include, at a minimum, a description of the approach to solicit, select, and award a subcontract to an organization with radiochemical plant operating capability; primary areas of scope assigned to the subcontractor; and the approach to integrate the subcontractor into the WTP Project team.

(b) B KEY PERSONNEL QUALIFICATIONS (oral presentation and written proposal; 2 page limit for each resume (excluding letter of commitment), except for Project Manager position – 4 page limit)

- (1) The Offeror shall provide written resumes for Key Personnel in accordance with the format provided in Section L, Attachment B.

Offerors are advised that DOE may contact some or all references in the resume and third parties. DOE reserves the right to use any information received as part of its evaluation of Key Personnel qualifications.

(A) Project Manager.

(B) Key personnel responsible for the following functions:

- ESQ&H;
- Project Cost and Schedule Control;
- Procurement/Contracting;
- Labor Relations/Human Resources;
- Technology Management;
- Engineering;

- Design Management for Systems, Facilities, and/or Engineering Disciplines; and
  - Construction Management
- (C) Other Key Personnel of the Offeror's management team that the Offeror considers essential to accomplish the Section C, *Statement of Work*.

Nothing in this Section implies a DOE preference for a particular organizational structure or for particular functions in an organization.

To expedite the evaluation process, DOE requests that Offerors voluntarily submit the resumes within 21 days after issuance of the solicitation. However, Offerors are not required to do so and under the provisions of FAR 52.215-1, the resumes are not considered late until the date and time for receipt of offers listed in the Provision L.11.

- (2) A letter of commitment signed by the Offeror and the proposed key person shall be submitted for each of the Key Personnel stating that if the Offeror is successful the proposed individual will fill the position for which the individual was proposed. Failure to submit letters of commitment may result in the Offeror's proposal being eliminated from further consideration for award for failure to meet the solicitation requirements.
- (c) C PROJECT MANAGEMENT (oral presentation (1) below; and written proposal (2), (3) and (4) below)
- (1) The Offeror shall describe its proposed project management approach and systems. This description shall provide the Offeror's proposed approach to:
- (A) Establish functions, responsibilities, and authorities for each major element of the organization;
  - (B) Conduct due diligence reviews to validate the WTP Project design;
  - (C) Establish and define locations where the WTP project work will be performed;
  - (D) Build and manage the WTP Project team;
  - (E) Install and apply effective WTP Project management systems;
  - (F) Plan, integrate, and optimize the WTP Project;
  - (G) Execute the WTP Project in a disciplined manner;
  - (H) Operate in an environment of public, stakeholder, and regulator scrutiny; and
  - (I) Support the federal budget formulation and execution process for the annual funding of the project.

- (2) The Offeror shall describe its proposed approach to an Integrated Safety Management System (ISMS). The description shall provide the Offeror's approach to (20 page limit):
  - (A) Implement and maintain an effective Integrated Safety Management System (ISMS) in accordance with the Statement of Work that flows down into all work activities, including subcontractor work activities; and
  - (B) Identify and resolve safety deficiencies, and implement corrective actions, including the methods for protecting human health and the environment from radioactive chemicals, hazardous materials, and dangerous waste contamination; and non-radiological worker safety and health from conventional, construction, industrial and occupational hazards.
- (3) The Offeror shall describe its proposed organizational structure (5 page limit).
- (4) The Offeror shall provide written Small Disadvantaged Business Participation Program targets. See form and instruction in Section L, Attachment G. (no page limit)

(d) D EXPERIENCE AND PAST PERFORMANCE

The Offeror shall submit experience and past performance information of the Offeror and team members (as defined in FAR 9.601) in the areas relating to proposed areas of responsibility. In the case of a newly formed joint venture, limited liability company, limited liability partnership, or other entity formed for the purpose of competing for this Contract, DOE will evaluate the experience and performance of the entities that comprise the newly-formed entity.

D-1 Experience (written proposal; 20 page limit)

The Offeror shall provide a summary of its directly relevant experience with projects similar to the WTP; in dealing with unique technical challenges and technology issues; managing complex projects; and harnessing the corporate resources needed to provide support, oversight, and problem-solving resources. Emphasis shall be placed on experience with radiochemical processing facilities or other facilities similar in type, scope, complexity, duration, and risk. The summary shall include a description of how performance objectives were met and how performance problems, difficulties, or challenges were resolved. Specific areas of experience should include:

- (1) Transition Planning and Execution (e.g., assumption of pre-existing projects);
- (2) Facility and Process Design (e.g., incorporation of operability requirements into design, application of life cycle cost considerations into design, management of technology development and demonstration);
- (3) Construction Management;

- (4) Acceptance Testing;
- (5) Integrated Safety Management; and
- (6) Project Management (e.g., resource mobilization; application of processes and procedures that demonstrate best-in-class engineering and construction management, and commissioning performance; and application of project delivery systems).

D-2 Past Performance (written proposal; page limit of reference form plus one attachment page for each reference form)

- (1) Using the Past Performance Package identified in Section L, Attachment C and the *ES&H Past Performance Information Form* in Section L, Attachment E, the Offeror shall submit the relevant information for no more than five public or private contracts, which are currently being performed or have been completed within the past five years. These contracts must be related to activities similar to the WTP with emphasis on managing design and construction. The Offeror shall also provide information on problems encountered on the identified contracts and the Offerors' corrective actions. In addition, the Offeror may describe any recognized accomplishments or awards that the Offeror received on the identified contracts. Offerors are advised that the Government may contact some or all references on the forms, and other third parties.

To expedite the evaluation process, it is requested that Offerors voluntarily submit the Section L, Attachment C and E forms, within 21 days after issuance of the solicitation. However, Offerors are not required to do so and under the provisions of FAR 52.215-1, these forms are not considered late until the date and time for receipt of Offerors listed in the provision entitled *Time, Date and Place Offers and Other Written Proposal Information Are Due*.

- (2) The Offeror shall identify any contract valued over \$10 Million that was terminated in whole or in part, for any reason, in the past five years. For any such contract, the Offeror shall provide its description of the reason for termination, and any explanation it may wish to provide. (no page limit)

(e) Oral Presentation Slides (No page limit, however see restrictions under Provision L.6 – *Oral Presentation*)

The Offeror shall submit paper copies of the slides to be used in the open presentation portion of the oral presentation (see instructions for oral presentation under Provision L.6). The copies may be in color. The Government will only evaluate the slides presented at the oral presentation. The slides will not be used as stand-alone documents, but as visual aids to the oral presentation. Changes to the slides between the time of submitting the Technical and Management Proposal and the oral presentation are not allowed. It is to the Offeror's advantage to structure the slides in a font and style that maximizes communication.

Offerors are reminded to consider marking the slides with the restrictive legend found at FAR 52.215-1(e).

The slides will be evaluated not on a stand-alone basis, but as an adjunct to the oral presentation. Slides may be in a separate binder.

## **L.5 INSTRUCTIONS – VOLUME III, COST AND FEE PROPOSAL**

The Offeror shall provide the following written information for the evaluation of Volume III, *Cost and Fee Proposal*, as identified below.

(a) Cost and Fee

(1) Target Cost (written proposal, 250 page limit).

The WTP Target Cost Estimate provided by the Government in this solicitation is based on the WTP Conceptual Design and supporting information. The WTP Target Cost Estimate was developed from the Government Fair Cost Estimate prepared for the Tank Waste Remediation System (TWRS) Privatization Contract. The Government Fair Cost Estimate was adjusted for the results of reconciliation with the TWRS Privatization Contractor cost proposal and for scope changes for the current WTP Project as defined in Section C, *Statement of Work*. The WTP Target Cost Estimate, with its supporting information, and the Government Fair Cost Estimate for TWRS Privatization, may be found on the WTP solicitation web site (Provision L.24).

The Offeror shall propose its Target Cost for the WTP Project and complete the table entitled, *WTP Target Cost Estimate and Offeror's Proposed Target Cost* located in Section L, Attachment H. In preparing the proposed Target Cost, the Offeror shall not change the current WTP Conceptual Design or the schedule shown in Section F.

The Offeror shall provide a completed Section L, Attachment H, *WTP Target Cost Estimate and Offeror's Proposed Target Cost*, in accordance with the following directions:

- (A) For each Work Breakdown Structure (WBS) element shown provide a cost estimate;
- (B) For each WBS element shown for which the Offeror's proposed target cost is within 10 percent of the WTP Target Cost Estimate, either confirm that the Offeror's proposed cost for the WBS element is consistent with the basis for the WTP Target Cost Estimate for that element or explain the differences; and
- (C) For each WBS element shown for which the Offeror's proposed target cost is outside 10 percent of the WTP Target Cost Estimate, provide a clear justification for the differences. The justification must provide a detailed basis for the differences in terms of workscope, requirements, quantities, productivity or methods, labor mix, labor rates, material or equipment prices, and/or risk/uncertainty.

(2) Cost Performance Fee (1 page limit)

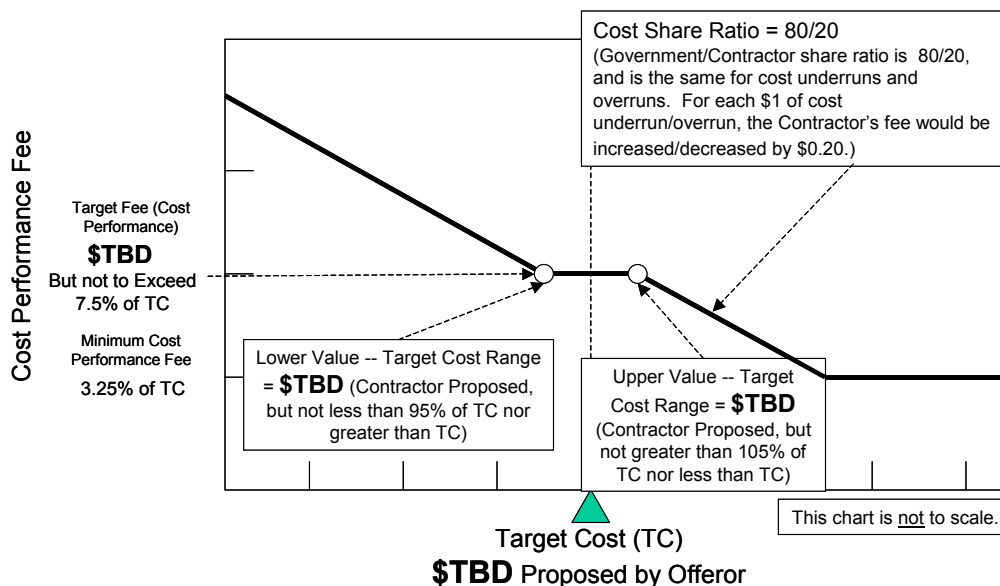
- (A) Target Fee. The Offeror shall propose a Target Fee for the Cost Performance Fee set forth in Section B, *Supplies or Services and Prices/Costs*. This fee may not exceed 7.5% of the Offeror's proposed Target Cost.



- (B) Target Cost Range. The Offeror shall propose a Lower Value - Target Cost Range and an Upper Value - Target Cost Range as set forth in Section B, *Supplies or Services and Prices/Costs*. This approach is illustrated in Figure L.1, *Cost Performance Fee - Values to be Supplied with Cost Proposal*.

Subparagraphs (A) and (B) above are to be fulfilled by completion of Section L, Attachment I, *Proposed Target Cost, Target Fee, and Target Cost Range*.

Figure L.1 Cost Performance Fee - Values to be Supplied with Cost Proposal



(b) Determination of Financial Capability

FAR 9.104-1(a), *General Standards*, requires that a prospective Offeror have adequate financial resources to perform the Contract or the ability to obtain them in order to be determined responsible. It is the Offeror's responsibility to demonstrate its financial capability to complete this Contract. Information provided by the Offeror shall include, but not be limited to, the following:

- (1) A current balance sheet and a profit/loss statement covering the most recently completed Fiscal Year (audited statements, if available);
- (2) An audit opinion (rendered by an independent certified public accounting firm) and the related audited financial statements and notes to the financial statements for the last two fiscal years (should include three years if the information provided in response to subparagraph (1) is unaudited);
- (3) The information in subparagraphs (1) and (2) above for all participants if the Offeror is a joint venture or other teaming arrangement.

The Government will make a determination of financial capability of the Offeror to perform this contract. The Government may request a financial capability review from the Defense Contract Audit Agency as part of the Government's consideration in making the financial capability determination.

(c) Additional Information and Required Data

The Offeror shall provide the name, address, and telephone number for the cognizant Administrative Contracting Officer and the cognizant Audit Agency Office, if applicable. The Offeror shall also provide the name, address, and telephone number of person(s) authorized to provide any clarifying information regarding Volume III, *Cost and Fee Proposal*.

**L.6 INSTRUCTIONS – ORAL PRESENTATION**

- (a) After submission of the Offer and other written proposal information, each Offeror shall participate in an oral presentation to the DOE Source Evaluation Board and other Government representatives who are necessary for the evaluation of offers. The purpose of the oral presentation is to evaluate identified elements of the Offeror's Project Management and Key Personnel Qualifications. The oral presentation will not constitute "communications" or "discussions" as defined in FAR Part 15, *Contracting By Negotiation*, nor will it obligate DOE to conduct discussions or to solicit final proposal revisions.
- (b) Oral Presentation. The oral presentation will consist of three parts: an open presentation; clarification questions and Offeror answers; and an interview with the proposed WTP Project Manager.
- (1) Open Presentation. After a brief introduction, Offerors will be provided two and one-half hours of open presentation time to present any information related to the identified elements of Evaluation Criteria B and C. To avoid interfering with each Offeror's allotted time, questions from the Source Evaluation Board will only be asked if needed to provide immediate clarification that cannot wait until the presentation is concluded (e.g., unfamiliar words or terms or to request that the speaker repeat something that was not heard clearly). The Source Evaluation Board will evaluate the open presentation against the identified elements of Evaluation Criteria B and C.
- (2) Clarification Questions and Answers. At the conclusion of the open presentation, the Offeror may be asked clarification questions by the Source Evaluation Board to facilitate understanding of the entire oral presentation. This process constitutes clarification of the oral presentation and shall not be used to cure deficiencies or weaknesses in the offer or written proposal information or in any way revise the materials. The Source Evaluation Board will evaluate the responses to clarification questions (if any) against the identified elements of Evaluation Criteria B and C.
- (3) Project Manager Interview. The Source Evaluation Board will conduct a one-hour interview with the proposed WTP Project Manager. The interview will be conducted using a question and answer format. Questions to be used in the interview will not be provided to the Offeror in advance.
- (c) Schedule. DOE will schedule the oral presentations based on a drawing of lots and will notify each Offeror within two business days after the date for receipt of offers and other written proposal information of the date, time, location, and other instructions related to its oral presentation. The oral presentations will commence approximately five business days after the date for receipt of offers. DOE reserves the right to reschedule an Offeror's presentation at its discretion, and, DOE will not consider requests from Offerors to reschedule their presentation, except under extenuating circumstances (e.g., personal sickness or emergency). The schedule for each Offeror's oral presentation is provided below. The Source Evaluation Board will strictly enforce the time limits.

The time schedule for the Offeror's assigned oral presentation day is as follows:

Time	Activity
20 minutes	DOE/Offeror Introductions and Instructions
2.5 hours	Open Presentation*
30 minutes	Break
30 minutes	Clarification Questions from DOE and Offeror Answers
1 hour	Project Manager Interview

\* Time includes one mandatory 15-minute break

- (d) Presenters and Attendees. The Offeror representatives for the oral presentation shall include the Project Manager and Key Personnel responsible for the following functions and who will be employed under the prospective Contract\* to perform these functions:

- ESQ&H;
- Project Cost and Schedule Control;
- Technology Management;
- Engineering Management;
- Construction Management; and
- Three additional representatives selected by Offeror.

\* Except that up to two corporate officers not employed on the contract may attend and present, and two support staff may attend to support presenters in set-up and operation of the presentation equipment.

It is expected that the proposed Project Manager will lead the oral presentation.

No other officers, employees, consultants, agents, or other representatives not meeting the above criteria may attend. The Offeror shall limit its total number of representatives in attendance to 13.

Nothing in this Section implies a DOE preference for a particular organizational structure or for particular functions in an organization.

- (e) Location and Method of Presentation

- (1) Location. The location of the oral presentation will be in a Government-owned facility in Richland, Washington. A description of the facility is provided in Section L, Attachment F. The Offeror must provide its own presentation equipment, except that equipment provided by the Government listed in Section L, Attachment F.
- (2) Method of Presentation. DOE will make a video recording (including audio) or transcription of the entire oral presentation for its own use. The Offerors will not be permitted to make audio or video recordings. A copy of the video recording or transcription will be furnished to the Offeror.

- (i) Open Presentation. The Offeror may only use an overhead and/or computer-generated slides. No video presentations, posters, flipcharts, or wall charts will be allowed. Materials shall be suitable for oral and visual presentation and numbered to ensure that all presented material can be tracked.
  - (ii) Clarification Questions. The Offeror may only use a flipchart and/or a whiteboard for illustrative purposes in response to questions. The Offeror may use the white board located in the presentation facility to respond to questions.
  - (iii) Project Manager Interview. The Project Manager may only use a hard copy of oral presentation slides, flipcharts, or whiteboard for illustrative purposes in response to interview questions. During the Project Manager interview, no other Offeror staff may be present.
- (f) Copies of Presentation. Paper copies of the Offeror's open presentation materials are required under Provision L.5, and subject to provisions in Provision L.1. No modifications or substitutions will be accepted after the offer due date. Only those materials submitted with the *Technical and Management Proposal* and presented during the allotted time for the open presentation will be considered in the evaluation of the open presentation. Additional material will not be accepted. Any slides submitted with the *Technical and Management Proposal* but not actually presented in the open presentation will be discarded and will not be evaluated. Copies of the presentation materials need not be provided at the oral presentation.

**L.7 FAR 52.252-1 - SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The Offeror is cautioned that the listed provisions may include blocks that must be completed by the Offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

<http://www.pr.doe.gov/dear.html>

The following solicitation provisions are incorporated by reference:

FAR/DEAR Reference	Provision Title	Date
FAR 52.204-6	Data Universal Numbering System (DUNS) Number	Jun 1999
FAR 52.215-16	Facilities Capital Cost of Money	Oct 1997
FAR 52.219-24	Small Disadvantaged Business Program - Targets	Jan 1999
FAR 52.222-24	Preaward On-Site Equal Opportunity Compliance Review	Feb 1999
FAR 52.225-12	Notice of Buy American Act/Balance of Payments Program Requirement - Construction Materials Under Trade Agreements	Feb 2000
DEAR 952.227-84	Right to Request Patent Waiver	Feb 1998
DEAR 952.233-4	Notice of Protest File Availability	Sep 1996
DEAR 952.233-5	Agency Protest Review	Sep 1996

**L.8 FAR 52.216-1 TYPE OF CONTRACT (APR 1984)**

The Government intends to award a cost-plus-incentive fee contract resulting from this solicitation.

**L.9 FAR 52.233-2 SERVICE OF PROTEST (AUG 1996)/DEAR 952.233-2 – SERVICE OF PROTEST**

- (a) Protests, as defined in FAR 33.101, *Definitions*, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office, shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Michael K. Barrett  
Contracting Officer  
U S. Department of Energy  
Office of River Protection  
MS H6-60  
Office of Business Management and Administration  
2440 Stevens Drive (for hand delivery/Express mail) or P. O. Box 450 (if using U.S. Mail)  
Richland, WA 99352

Telephone: (509) 373-4143  
Facsimile: (509) 373-9140  
E-mail: michael\_k\_barrett@rl.gov

- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the General Accounting Office.
- (c) Another copy of a protest filed with the General Accounting Office shall be furnished to the following address within the time periods described in paragraph (b) of this Provision:

U.S. Department of Energy  
Assistant General Counsel for Procurement and Financial Assistance (GC-61)  
1000 Independence Avenue, S.W.  
Washington, DC 20585

Fax: (202) 586-4546

**L.10 CONTENT OF RESULTING CONTRACT**

Any contract awarded as a result of this solicitation will contain Part I - *The Schedule*, Part II - *Contract Clauses*, and Part III, Section J, *List of Documents, Exhibits and Other Attachments*.

**L.11 TIME, DATE, AND PLACE OFFERS AND OTHER WRITTEN PROPOSAL INFORMATION ARE DUE**

Mailed offers and other written proposal information shall be marked as follows:

FROM: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

MAIL TO:

Michael K. Barrett  
Contracting Officer  
U S. Department of Energy  
Office of River Protection  
MS H6-60  
Office of Business Management and Administration  
2440 Stevens Drive (for Express mail) or P. O. Box 450 (if using U.S. Mail)  
Richland, WA 99352

Telephone: (509) 373-4143  
Facsimile: (509) 373-9140  
E-mail: michael\_k\_barrett@rl.gov

SOLICITATION NO. DE-RP27-00RV14136  
DUE 2:00 p.m. Local Prevailing Pacific Time on October 16, 2000

Hand carried offers and other written proposal information shall be marked as follows:

FROM: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

HAND CARRY TO:

Michael K. Barrett, Contracting Officer  
U S. Department of Energy  
Office of River Protection  
Office of Business Management and Administration  
2440 Stevens Drive  
Room 2320  
Richland, WA 99352

Telephone: (509) 373-4143  
Facsimile: (509) 373-9140  
E-mail: michael\_k\_barrett@rl.gov

SOLICITATION NO. DE-RP27-00RV14136  
DUE 2:00 p.m. Local Prevailing Pacific Time on October 16, 2000

Note: Offerors hand carrying offers must call the CO at least 24 hours in advance to arrange for any hand-carried deliveries.

- (a) All offers and other written proposal information are due NO LATER THAN 2:00 p.m. local prevailing Pacific Time on October 16, 2000. (CAUTION: See provision at FAR 52.215-1 describing treatment of late submissions, modifications and withdrawals of proposals.)
- (b) If the Offeror elects to forward the offer by means other than the U.S. Mail, it assumes the full responsibility of insuring that the offer is received at the place and by the date and time specified in this solicitation. Offers submitted by facsimile or electronic commerce methods will not be accepted.
- (c) It may not be possible to hand-carry the package(s) outside of the hours 7:30 a.m. to 4:00 p.m. on Federal workdays. Delivery to any other location than that specified herein is unacceptable.

**L.12 SMALL BUSINESS SIZE STANDARDS AND SET-ASIDE INFORMATION (UNRESTRICTED)**

This acquisition is unrestricted and contains no set-aside provisions. However, for purposes of this solicitation a small business is defined as \$27.5 million. The Standard Industrial Classification (SIC) is 1629.

**L.13 NOTICE OF POSSIBLE USE OF NON-FEDERAL EVALUATORS**

Offerors are notified that DOE may employ non-Federal evaluators (including employees of DOE management and operating contractors) to evaluate proposals submitted in response to this solicitation. All such non-Federal evaluators are required to sign appropriate non-disclosure and conflict of interest statements prior to any such engagement. By submission of Offers under this solicitation, Offerors are deemed to have consented to a review by non-Federal evaluators.

**L.14 FALSE STATEMENTS**

Offers and other proposal information must set forth full, accurate, and complete information as required by this solicitation (including attachments). The penalty for making false statements therein is prescribed in 18 United States Code (U.S.C.) 1001.

**L.15 RESERVED**

**L.16 ELECTRONIC MEDIA - SOLICITATION AND AMENDMENT DISTRIBUTION**

In order to further the Government policy of maximizing electronic commerce and making the acquisition process optimally cost effective, electronic media will be used exclusively and will be the sole method used for distributing the solicitation and amendments thereto to the public. The solicitation and any amendments will be posted on the ORP Internet Acquisition Web Page at:

<http://www.hanford.gov/orp/procure.html>

The above electronic medium will constitute the official distribution method for this solicitation. All amendments and any other official communications from the agency regarding this solicitation will be posted through this medium. Offerors and all other interested parties shall maintain continual surveillance of the above Website to remain abreast of the latest available information.

No other communication, whether oral or in writing, will modify or supersede the terms of the solicitation.

**L.17 COMMITMENT OF PUBLIC FUNDS**

The Contracting Officer is the only individual who can legally commit the Government to the expenditure of public funds in connection with the proposed acquisition. Any other commitment, either explicit or implied, is invalid.

**L.18 QUESTIONS ON SOLICITATION**

Offerors and interested parties are invited to submit questions regarding this solicitation process by submitting questions via the Contracting Officer at michael\_k\_barrett@rl.gov. Questions will be answered on a periodic basis and answers will be posted on the web page. Questions submitted more than 14 days after issuance of the solicitation may not be answered and may not be a basis for amending this solicitation.

**L.19 RESPONSIBLE PROSPECTIVE CONTRACTORS**

- (a) The general and additional minimum standards for responsible prospective Contractors set forth at 48 Code of Federal Regulations (CFR) 9.1 and 48 CFR 909.1, apply.
- (b) DOE may conduct pre-award surveys in accordance with FAR 9.106 and may solicit from available sources, relevant information concerning the Offerors record of past performance, and use such information in making determinations of prospective Offeror responsibility.

**L.20 RESERVED**

**L.21 DISPOSITION OF OFFERS AND OTHER WRITTEN PROPOSAL INFORMATION**

Offers and other written proposal information will not be returned (except for timely withdrawals).

**L.22 OFFER ACCEPTANCE PERIOD**

The minimum offer acceptance period is 270 days.

**L.23 ALTERNATE OFFERS**

Alternate offers are not solicited and will not be evaluated.

**L.24 AVAILABILITY OF REFERENCED DOCUMENTS AND ORGANIZATIONAL INTERNET URL ADDRESS INFORMATION**

A detailed list of various available reference documents for the Offeror's information and use in connection with preparing an offer and other written proposal information under this solicitation can be accessed from links at the official Solicitation Website at:

<http://www.hanford.gov/orp/procure>

**L.25 RESTRICTIONS ON OFFEROR CONTACTS WITH EMPLOYEES**

No contacts with Federal, contractor, or subcontractor employees is permitted for the purpose of seeking procurement sensitive information relating to this solicitation. Except where prohibited by law, contacts with such employees regarding future employment are permitted; however, such contacts, interviews, etc., must take place outside the normal working hours of such employees.



**L.26 RESERVED**

**L.27 OFFEROR INTENTION TO SUBMIT AN OFFER**

As an optional courtesy to DOE, Offerors are requested to complete the following and return via e-mail to the address below within fifteen days of the official release date of the final solicitation. Failure to provide this advance notification does not preclude an Offeror from submitting an offer under this solicitation.

Solicitation Number DE-RP27-00RV14136

\_\_\_\_ We do intend to submit an offer.

\_\_\_\_ We do not intend to submit an offer for the following reasons:

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Name and address of firm or organization (Include Zip Code):

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(Include information on significant teaming partners and/or major subcontractors)

Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_

E-Mail To: U. S. Department of Energy  
Office of River Protection  
ATTN: Michael K. Barrett, Contracting Officer  
E-Mail: michael\_k\_barrett@rl.gov

**L.28 RESERVED**

**L.29 RESERVED**

**L.30 LIST OF ATTACHMENTS TO SECTION L**

<u>Attachment</u>	<u>Title</u>
A	Reserved
B	Key Personnel Resume Format
C	Offeror Past Performance Reference Information Worksheet and Questionnaire
D	Instructions for Small Business Subcontracting Plan
E	ES&H Past Performance Information Form
F	Government-Facility Description for Oral Presentation Location
G	Small Disadvantaged Business Participation Program Targets Form
H	WTP Target Cost Estimate and Offeror's Proposed Target Cost
I	Proposed Target Cost, Target Fee, and Target Cost Range

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

ATTACHMENT A

Reserved

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

ATTACHMENT B  
KEY PERSONNEL RESUME FORMAT

Name:

Country of Citizenship:

Proposed Position with Offeror:

Duties and Responsibilities in Proposed Position:

Experience:

(Identify employers, position titles, dates of employment, specific duties and responsibilities. Address specific information on the qualifications, experience, accomplishments, and demonstrated performance relevant to the proposed position, including individual leadership qualities; specific, detailed description of experience and capability managing a large, for-profit, diverse operation or project of similar size, scope and complexity; and success in meeting cost, schedule and technical requirements.)

Education:

(Identify institution, degree earned, dates)

Professional Development and Achievements:

(Identify professional memberships, special training, professional registrations, qualifications, etc.)

References:

(Name, title, company/organization, address, phone number, fax number, e-mail addr.)

SIGNATURE OF INDIVIDUAL

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS  
ATTACHMENT C  
OFFEROR PAST PERFORMANCE REFERENCE INFORMATION WORKSHEET AND  
QUESTIONNAIRE

1. Complete name of Government agency, commercial firm, or other organization	
2. Complete address	
3. Contract number or other reference	4. Date of contract
5. Date work commenced	6. Date work was completed
7. Initial contract price, estimated cost and fee, or target cost and profit or fee	8. Final amount invoiced or amount invoiced to date
9a. Technical POC (name, title, company/agency, address, telephone number, fax number and email address)	9b. Contracting POC (name, title, company/agency, address, telephone number, fax number and email address)
9c. Environmental Regulator POC (name, title, company/agency, address, telephone number, fax number and email address)	10. Location of work (country, state or province, county, city)
11. Project/Contract Title	
12. Description of contract work (Describe nature and scope. Attach an explanation of any performance problems or other conflicts with the customer. Describe any litigation, pending, on-going, or completed. Use a continuation sheet, if necessary.)	
Attach additional sheet if necessary (one additional sheet maximum)	
13. Current status of contract (choose one):	
<input type="checkbox"/> Work continuing, on schedule	<input type="checkbox"/> Work completed, litigation pending or underway
<input type="checkbox"/> Work continuing, behind schedule	<input type="checkbox"/> Terminated for convenience
<input type="checkbox"/> Work completed, no further action pending or underway	<input type="checkbox"/> Terminated for default
<input type="checkbox"/> Work completed, routine administrative action pending or underway	<input type="checkbox"/> Other (explain)
<input type="checkbox"/> Work completed, claims negotiations pending or underway	

### **Instructions for Completing the Reference Information Sheet**

- Item 1. Insert the complete name and address of the customer, including parent organization, if any. Do not use acronyms.
- Item 2. Insert the customer's complete address, including both post office box and street addresses, if applicable.
- Item 3. Insert any contract number or other contract reference used by the customer.
- Item 4. Insert the date on which the contract came into existence.
- Item 5. Insert the date on which you started to perform the work.
- Item 6. Insert the date on which the customer agreed that the work was satisfactorily completed (including substantial completion), aside from any pending or on-going administrative actions, claims negotiations, or litigation.
- Item 7. Insert the price, estimated cost and fee, or target cost and profit or fee as it appeared in the original contract. If the contract included multiple, separately priced items, add the individual item amounts and insert the total price, estimated cost and fee, or target cost and profit or fee.
- Item 8. Insert the final sum of all invoices, or the sum of all invoices to date, including agreed upon and disputed amounts, paid and awaiting payment.
- Item 9a. Insert the name, title, company/agency, address, telephone no., facsimile no., and e-mail address (if available) of the program or project manager, quality assurance representative, or other customer technical representative who is most familiar with the quality of your work under the contract.
- Item 9b. Insert the name, title, company/agency, address, telephone no., facsimile no., and e-mail address (if available) of the contracting officer, purchasing agent, or other customer contracting or purchasing representative who is most familiar with your work under the contract.
- Item 9c. Insert the name, title, company/agency, address, telephone no., facsimile no., and e-mail address (if available) of (a) lead environmental regulator(s) for RCRA or a State regulatory office director under whose authority RCRA and other environmental regulations would be enforced.
- Item 10. Insert the location(s) where the work was performed, including the country (if other than the United States) and the state or province, county (if applicable), and city.
- Item 11. Insert the title of the project and/or contract.
- Item 12. Describe the nature and scope of the work. The objective is to show how the work that you did or are doing is similar in nature and scope to the work that is to be performed under the contract contemplated by the request for proposals. Describe any unusual circumstances of performance or problems that may be relevant to the work that is to be performed. Tell your side of the story of any conflicts with the customer concerning which they may make adverse remarks about your performance. Describe any actions that you have taken or plan to take to correct any shortcomings in your performance. Describe any pending, on-going, or completed litigation.
- Item 13. Insert an X in the block next to the choice which best describes the current status of the contract. If you select the "Other" block, provide a brief explanation.

## Sample Questionnaire

Dear \_\_\_\_\_:

The Department of Energy (DOE), Office of River Protection is asking for your assistance in an acquisition effort. (Name of Organization) is participating in a proposal for a DOE Contract to Design and Construction of the Hanford Tank Waste Treatment and Immobilization Plant. We are asking you to complete the attached questionnaire to help us evaluate (Name of Organization) performance in several areas.

In providing your ratings, please use the following definitions:

+2 - Entirely favorable past performance.

+1 - More favorable than unfavorable past performance.

0 - Equally favorable and unfavorable past performance; or, inconclusive past performance; or, no record of past performance.

-1 - More unfavorable than favorable past performance.

-2 - Entirely unfavorable past performance.

NA - Not applicable, unable to rate or no knowledge in this area.

Please feel free to provide an explanatory narrative under REMARKS. If more space is needed please attach additional pages.

We greatly appreciate your time and assistance in completing this questionnaire.

### Sample Questionnaire

No.	Question	Rating (Circle one)
1	Did the contractor meet the cost and schedule requirements and have the ability to implement corrective actions for cost or schedule variances?	-2 -1 0 +1 +2 N/A
2	Did the contractor provide timely, innovative, and cost-effective solutions to business and technical problems to meet the contract requirements?	-2 -1 0 +1 +2 N/A
3	Was the work performed by the contractor of a consistently high quality?	-2 -1 0 +1 +2 N/A
4	Did the contractor demonstrate the ability to create teaming/partnering relationships with the subcontractors to achieve project goals?	-2 -1 0 +1 +2 N/A
5	Was the contractor successful in recruiting and retaining strong, well-qualified key personnel?	-2 -1 0 +1 +2 N/A
6	Did the contractor provide replacements, when necessary, for key personnel with qualifications comparable to those originally proposed?	-2 -1 0 +1 +2 N/A
7	Did the contractor's organizational structure facilitate interfacing with customers and resolving issues?	-2 -1 0 +1 +2 N/A
8	Was the contractor responsive to your needs?	-2 -1 0 +1 +2 N/A
9	Did the contractor's home office effectively support your contract?	-2 -1 0 +1 +2 N/A
10	Did the contractor commit adequate resources in a timely fashion to meet contract requirements and to successfully solve problems?	-2 -1 0 +1 +2 N/A
11	Did the contractor effectively and efficiently solve any previously unknown ESQ&H concerns when they became apparent?	-2 -1 0 +1 +2 N/A
12	Did the contractor effectively implement human resources requirements and manage labor relations to minimize work disruptions?	-2 -1 0 +1 +2 N/A
13	Did the contractor effectively manage contract transition issues, including human relations and labor issues.	-2 -1 0 +1 +2 N/A
14	Did the contractor implement an effective diversity program in support of DOE/Federal Government's diversity programs?	-2 -1 0 +1 +2 N/A
15	Did the contractor comply with subcontracting plan goals for Small Disadvantaged Business concerns (see FAR Subpart 19.7), monetary targets* for Small Disadvantaged Business participation (see FAR 19.1202), and notifications* submitted under FAR 19.1202-4(b). (* if applicable)	-2 -1 0 +1 +2 N/A
16	Did the contractor maintain a proactive involvement and investment in the local and regional community?	-2 -1 0 +1 +2 N/A
17	Did the contractor integrate safety into the business (work) of the organization?	-2 -1 0 +1 +2 N/A
18	Did the contractor effectively use worker input in hazards analyses and work planning and execution?	-2 -1 0 +1 +2 N/A
19	Did the contractor establish and maintain an effective ESQ&H self-assessment, feedback and improvement, and corrective action program?	-2 -1 0 +1 +2 N/A

20	Did the contractor consider ESQ&H performance in selection of subcontractors, effectively flowdown ESQ&H requirements to subcontractors, and ensure that work under subcontracts was safely executed?	-2 -1 0 +1 +2 N/A
21	Did the contractor develop and maintain effective relations with federal and state regulators, tribal officials, and the media?	-2 -1 0 +1 +2 N/A
22	Would do business with this contractor again? (provide remarks if "NO")	YES NO

REMARKS: [Include here with question number. Attach additional sheet(s) if necessary]

Respondent: Please fill in the following table:"

Item	Fill-In
Name	
Title	
Organization Name	
Organization Address (including City, State, ZIP)	
Telephone Number (w/ area code)	
Facsimile Number (w/ area code)	
E-mail Address	



SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

ATTACHMENT D  
INSTRUCTIONS FOR SMALL BUSINESS SUBCONTRACTING PLAN

- (1) Goals, expressed in terms of percentages and estimated procurement dollars of total planned subcontracting dollars, for the use of small business, HUBZone small business, small disadvantaged business, 8(a) certified small business, women-owned small business, and Native American-owned small business concerns as subcontractors, and total dollars to Washington firms (includes large and small business) and total number of actions to Washington firms (percentage of total actions only). The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs.
- (2) A statement of:
  - (g) Total dollars planned to be subcontracted;
  - (ii) Total dollars planned to be subcontracted to small business concerns;
  - (iii) Total dollars planned to be subcontracted to HUBZone small business concerns;
  - (iv) Total dollars planned to be subcontracted to small disadvantaged business concerns;
  - (v) Total dollars planned to be subcontracted to 8(a) certified small business concerns;
  - (vi) Total dollars planned to be subcontracted to women-owned small business concerns;
  - (vii) Total dollars planned to be subcontracted to Native American-owned business concerns;
  - (viii) Total dollars planned to be subcontracted to Washington-based business concerns (large and small); and
  - (ix) Total actions planned to be subcontracted to Washington-based business concerns (large and small) as a percentage of total subcontracting actions.
- (3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to (i) small business concerns, (ii) HUBZone small business concerns, (iii) small disadvantaged business concerns and (iv) women-owned small business concerns.
- (4) A description of the method used to develop the subcontracting goals in paragraph (1) of this Provision.

- (5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Procurement Marketing and Access Network (PRO-Net) of the Small Business Administration (SBA), the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in PRO-Net as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, HUBZone, small disadvantaged and women-owned small business source list. Use of PRO-Net as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this Provision.
- (6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with (i) small business concerns, (ii) HUBZone small business concerns, (iii) small disadvantaged business concerns, and (iv) women-owned small business concerns.
- (7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.
- (8) A description of the efforts the offeror will make to assure that small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.
- (9) Assurances that the offeror will include the Provision in this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) who receive subcontracts in excess of \$500,000 (\$1,000,000 for construction of any public facility) to adopt a subcontracting plan that complies with the requirements of this Provision.
- (10) Assurances that the offeror will (i) cooperate in any studies or surveys as may be required, (ii) submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan, (iii) Submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and SF 295, Summary Subcontract Report, in accordance with the instructions on the forms or as provided in agency regulations and in paragraph (j) of this Provision; and (iv) ensure that its subcontractors agree to submit Standard Forms 294 and 295.
- (11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):
  - (i) Source lists (e.g., PRO-Net), guides, and other data that identify small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.
  - (ii) Organizations contacted in an attempt to locate sources that are small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.
  - (iii) Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating—

- (A) Whether small business concerns were solicited and, if not, why not;
  - (B) Whether HUBZone small business concerns were solicited and, if not, why not;
  - (C) Whether small disadvantaged business concerns were solicited and, if not, why not;
  - (D) Whether women-owned small business concerns were solicited and, if not, why not; and
  - (E) If applicable, the reason award was not made to a small business concern.
- (iv) Records of any outreach efforts to contact—
- (A) Trade associations;
  - (B) Business development organizations; and
  - (C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources.
- (v) Records of internal guidance and encouragement provided to buyers through—
- (A) Workshops, seminars, training, etc.; and
  - (B) Monitoring performance to evaluate compliance with the program's requirements.
- (vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

SUBMITTED BY:

Signed:

Typed Name:

Title:

Date:

PLAN ACCEPTED BY:

Signed:

Typed Name:

Contracting Officer

Date:

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

ATTACHMENT E  
ESQ&H PAST PERFORMANCE INFORMATION FORM

*(Minimum information required for each member of offeror's team, unless not applicable. If not applicable, provide explanation as to why the requested information does not apply. If "zero," enter "0.")*

(1) Standard Industrial Classification (SIC) Code:

<b>Fiscal Year or Calendar Year</b>	<b>1995</b>	<b>1996</b>	<b>1997</b>	<b>1998</b>	<b>1999</b>
(2) Number of Workplace Fatalities – <i>all employee workplace fatalities, including subcontractors under your control.</i>					
(3) Lost Workday Case (LWC) Rate – <i>number of lost workday cases per 200,000 hours worked.</i>					
(4) Total Recordable Case (TRC) Rate – <i>number of recordable cases per 200,000 hours worked.</i>					
(5) Experience Modification Rate (EMR) – <i>workers compensation loss experience rate.</i>					
(6) Cited Environmental Violations – <i>number and total dollar amount of environmental violations and penalties cited in enforcement actions.</i>					
(7) Cited Safety and Health Violations – <i>number and total dollar amount of safety and health violations and penalties cited in enforcement actions, e.g., NRC, Price-Anderson, or federal or state OSHA violations.</i>					
(8) Releases to the Environment – <i>number of releases of a hazardous substance or regulated pollutant that exceeds CERCLA reportable quantity per 40 CFR 302 and 40 CFR 355.</i>					
(9) Environmental Permit Exceedances – <i>number of exceedances of air and water permit release levels not reported under (8) above.</i>					
(10) Worker Radiation Dose – <i>average measurable dose per individual, e.g., collective total effective dose equivalent divided by number individuals with measurable dose.</i>					

(11) Provide a brief explanation, as necessary, of any information reported in (2) through (10) above.

*For the past five calendar or fiscal years 1995 through 1999, provide a brief summary of the following:*

- (12) Any formal assessments of facility conduct of operations by government or independent safety oversight, regulatory, industry, or corporate bodies for which a written report was made.
- (13) Any other ESQ&H metric, trend, analysis, or performance measurement that would reflect on performance of ES&H in operations under the offeror's management.

*For (11) through (13) above, attach a maximum of one additional sheet.*

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

ATTACHMENT F  
GOVERNMENT-FACILITY DESCRIPTION FOR ORAL PRESENTATION LOCATION

The oral presentation will take place in Room 1103 (Columbia River Room) at the Pacific Northwest National Laboratory, Environmental Technology Building. The Environmental Technology Building is located at 3200 Q Avenue, Richland, Washington.

The Columbia River Room is a 42' x 32' conference room. The table layout is a large "U" shape, with the opening of the "U" facing to the head of the room, where there is a podium, portable screen, white board, and 3' x 2' easel.

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

ATTACHMENT G  
SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM TARGETS FORM

Small Disadvantaged Business (SDB) Participation Program Targets\*

*Note to Offerors: Targets provided herein will become part of any resulting contract from this solicitation as Section J, Attachment L.*

Instructions to Offerors:

The Offeror shall provide written Small Disadvantaged Business Participation Program Targets using the form herein, and in accordance with the instructions found in paragraph (b) of the Section L provision of this solicitation entitled FAR 52.219-24, *Small Disadvantaged Business Participation Program—Targets (JAN 1999)*. SDB "Targets" are SDB participation (prime contractor or subcontractor) in any of the Standard Industrial Classification (SIC) Major Groups determined by the U.S. Department of Commerce as Industries Eligible for the 10% Price Evaluation Adjustment. These designated SIC Major Groups can be found at:

<http://www.arnet.gov/References/sdbadjustments.htm>

SDB targets will be evaluated under Evaluation Factor B, and will become part of the Contract as Section J, Attachment L..

**A – (List Offeror Name Here - Includes Single Entity, Joint Venture Partners, Teaming Partners, etc.)**

SIC Code	Description of SIC Major Group	SDB Dollars	Percentage**
	<b>Subtotal</b>		

**B – Subcontractors**

SIC Code	Description of SIC Major Group	SDB Dollars	Percentage**
	<b>Subtotal</b>		

**C – Total (A+B)**

SIC Code	Description of SIC Major Group	SDB Dollars	Percentage**
	<b>Subtotal</b>	<b>***</b>	<b>100.00%</b>

- \* SDB Participation from Industries Eligible for the 10% Price Evaluation Adjustment. These designated SIC Major Groups can be found at:

<http://www.arnet.gov/References/sdbadjustments.htm>

- \*\* All percentages shown as a percent of the total Target Cost + Target Fee

- \*\*\* Total Target Cost + Target Fee = \$(Offeror insert)

For information purposes, “targets” as required under this provision) and “goals” (under the Small Business Subcontracting Plan) are differentiated as follows:

	<b>Targets</b>	<b>Goals</b>
Applicability	<i>SDB Prime Contractor \$ &amp; % (including JV Partners and Teaming Members) and SDB Subcontractors \$ &amp; % In SIC Major Groups Eligible for 10% Price Evaluation Adjustment</i>	<b>Subcontractor \$ &amp; % with Small, HUBZone Small, Small Disadvantaged, and Women-Owned Small Business</b>
Percentages	% of Total Contract Value	% of Total Subcontracting
Reporting	OF 312 at Contract Completion	SF 294 and SF 295 at Intervals Per FAR 52.219-9(j)

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

ATTACHMENT H  
WTP TARGET COST ESTIMATE AND OFFEROR'S PROPOSED TARGET COST

		WTP Target Cost Estimate	Offeror's Proposed Target Cost		
WBS	Title	Total \$M (Note 1)	Total \$M	Delta \$M	Delta % (Note 2)
<b>0.1 - Management &amp; Support</b>					
0.1.02	EPC Management	378			
0.1.01&0.1.04	Commissioning Management	241			
0.1.05	Design Transition	60			
0.1.06	Operations Transition	14			
<b>Total Management</b>		<b>\$693</b>			
<b>0.2 - HLW Vitrification</b>					
0.2.01	HLW EPC Common	68			
0.2.02	HLW Zones	121			
0.2.03	HLW Systems	295			
0.2.04	HLW Commissioning	65			
<b>Total HLW Vitrification</b>		<b>\$550</b>			
<b>0.3 - LAW Vitrification</b>					
0.3.01	LAW EPC Common	65			
0.3.02	LAW Zones	78			
0.3.03	LAW Systems	298			
0.3.04	LAW Commissioning	80			
<b>Total LAW Vitrification</b>		<b>\$521</b>			
<b>0.4 - Pretreatment</b>					
0.4.01	PT EPC Common	191			
0.4.02	PT Zones	177			
0.4.03	PT Systems	330			
0.4.04	PT Commissioning	66			
<b>Total Pretreatment</b>		<b>\$764</b>			
<b>0.5 - Balance of Facilities</b>					
0.5.01	BOF EPC Common	15			
0.5.02	BOF Zones	65			
0.5.03	BOF Systems	77			
0.5.04	BOF Commissioning	34			
<b>Total Balance of Facilities</b>		<b>\$191</b>			
<b>0.6 - LAW Pretreatment Plant</b>					
0.6.01	LPP EPC Common	43			
0.6.02	LPP Zones	18			
0.6.03	LPP Systems	63			
0.6.04	LPP Commissioning	20			
<b>Total LAW Pretreatment</b>		<b>\$145</b>			
<b>Taxes</b>		<b>78</b>			
<b>Contingency</b>		<b>500</b>			
<b>WTP Target Cost (Unescalated)</b>		<b>\$3,442</b>			
<b>Escalation (Note 3)</b>		<b>417</b>			
<b>WTP Target Cost (Escalated)</b>		<b>\$3,859</b>			

Note 1: Costs for all WBS elements are expressed in constant FY2000 dollars.

Note 2: For all WBS element cost differences +/- 10% from the WTP Target Cost Estimate, the Offeror shall provide a written justification in accordance with Section L.5.(a)(1).

Note 3: The WTP Target Cost Estimate is based on an escalation rate of 2.8%.



SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

ATTACHMENT I  
PROPOSED TARGET COST, TARGET FEE, AND TARGET COST RANGE

The following cost and fee values must be submitted with the Offeror's proposal. All values refer to, and are defined by, Table B.1, Section B, *Supplies or Services and Prices/Costs*, contained in the Model Contract. The Government will use the proposed values to complete Table B.1 for inclusion in the Contract at time of award. All calculations and assumptions that the Government will use to complete Table B.1 are described in Table B.1.

All dollar values shall be expressed in escalated dollars. The basis for the target cost estimate must be consistent with the requirements of this Section and specifically documented as required by Section L, Attachment H.

Target Cost (\$) \_\_\_\_\_

Target Fee (\$) \_\_\_\_\_

Target Cost Range  
Lower Value (\$) \_\_\_\_\_

Upper Value (\$) \_\_\_\_\_